

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF THE TREASURY**

REQUEST FOR PROPOSALS # CMI 05 - 004

for

BANKING SERVICES

**DISBURSEMENT OF GENERAL WARRANTS,
SOCIAL SERVICE PAYMENTS, AND STATE INCOME TAX
REFUNDS**

**JODY M. WAGNER
TREASURER OF VIRGINIA**

Tina M. Mizelle, VCO
Procurement Officer

February 1, 2005

REQUEST FOR PROPOSALS
CMI 05-004

ISSUE DATE: February 1, 2005

TITLE: Disbursement of General Warrants, Social Service Payments, and State Income Tax Refunds

ISSUING AGENCY: Attn: Tina M. Mizelle VCO, Procurement Officer
Commonwealth of Virginia
Department of the Treasury
P.O. Box 1879
Richmond, Virginia 23218-1879

USING AGENCY: Departments of Accounts, Social Services, and Taxation

Initial Period of Contract: On or before July 1, 2005 through June 30, 2008 With Two (2) Additional One (1) Year Renewal Periods in Accordance with the Terms and Conditions herein.

Sealed Proposals Will Be Received Until **3:00 p.m. Friday, February 25, 2005**, For Disbursement of General Warrants, Social Service Payments, and State Income Tax Refunds described herein. Offerors' names shall be read aloud.

All Inquiries Shall Be Directed To: Tina Mizelle by phone - (804) 786 - 4741, by fax - (804) 225-3187 or e-mail – tina.mizelle@trs.state.va.us. Written (fax or e-mail) inquiries are preferred.

If Proposals Are Mailed, Mail Directly To Issuing Agency Shown Above, Adding One Line To The Top Of The Address As Follows: Proposal for, Disbursement of General Warrants, Social Service Payments, and State Income Tax Refunds RFP # CMI 05-004.

If Proposals Are Hand Delivered, Deliver To: Disbursement of General Warrants, Social Service Payments, and State Income Tax Refunds, RFP # CMI 05-004, Commonwealth of Virginia, c/o Department of the Treasury, James Monroe Building - 3rd Floor, 101 North 14th Street, Richmond, Virginia 23219, Attn: Tina M. Mizelle.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish Disbursement of General Warrants, Social Service Payments, and State Income Tax Refunds In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Offeror's Name:	By (Signature in Ink):
Complete Address:	Name (please print) and Title:
	Date:
City/State/Zip:	Federal Identification Number:
Telephone Number:	Facsimile Number:

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SECTION I PURPOSE

The purpose of this Request for Proposals ("RFP") issued by the Department of the Treasury ("Treasury") is to solicit sealed proposals from qualified financial institutions to establish a contract through competitive negotiations for the purchase of banking services for the disbursement of general warrants, social services payments and state income tax refunds. While it is the intent to award all services to one contractor, Treasury reserves the right to make multiple awards.

SECTION II BACKGROUND

The Code of Virginia Sections 2.1-180.1 and 2.1-189 assign to the Department of the Treasury (Treasury) the responsibility of establishing banking relationships and maintaining accounts with depositories for the purposes of making deposits and writing checks for funds of the Commonwealth of Virginia (Commonwealth). Treasury maintains disbursement accounts for various types of payments it makes in conducting the business of the Commonwealth. This RFP addresses three (3) of those disbursement accounts, General Warrants Disbursements, Social Services Disbursements, and Income Tax Refund Disbursements.

Treasury utilizes a controlled disbursement, zero balance account for all three accounts. The accounts are funded daily by automatic transfers from the Commonwealth's General Account.

General Warrants

General Warrant disbursements are made to individuals, localities and vendors who have provided goods or services to an agency or institution of the Commonwealth. Disbursements are processed centrally for the Commonwealth. Electronic disbursements are made by the Department of Accounts (DOA) utilizing electronic data interchange (EDI) and automated clearinghouse (ACH) processes. Checks are printed and signed by Treasury. Treasury is responsible for all reconciliation and post-issue processing related to disbursements (i.e., stop payments, forgery claims, record retention). The volume of General Warrant disbursements is relatively constant throughout the year with peak volumes in December and June. The Commonwealth's Financial EDI program was implemented in May 1994. EDI trading partners have been and continue to be established for vendor payments.

The total number of check disbursements for fiscal year 2004 (July 1, 2003 through June 30, 2004) was approximately 1.2 million. EDI payments were over 170,000.

Social Services

Social Services disbursements are categorized into two major groups: child support and social services benefits. The Department of Social Services (DSS) is responsible for determining the eligibility of individuals for these payments and processing payment files that cause a check to be issued. Treasury prints and signs the checks. Treasury is responsible for reconciliation and assisting DSS with post issue processing related to disbursements (i.e., stop payments, forgery claims, record retention).

The total number of Social Services checks issued in fiscal year 2004 was over 2.6 million. ACH payments (primarily for child support) were 1.5 million. Child Support payments are disbursed throughout the year with a fairly consistent daily volume. Approximately 300,000 CCD+ and CTX (version 3070 with the 820 transaction set) payments were originated; mostly to other state child support agencies. Addenda records are in the Child Support Banking Convention. In 2005 a pilot program will be initiated to pay TANF (Temporary Assistance to Needy Families) clients through the ACH (PPD).

State Income Tax Refunds

The Department of Taxation disburses State Income Tax refunds throughout the year with the greatest volumes occurring during the tax season between the months of February and May. Payments are made by check and ACH credit. Treasury prints and signs the checks. Treasury is responsible for reconciliation and assisting Taxation with issues related to disbursements (i.e., stop payments, forgery claims, record

retention). In addition to refund checks and ACH credit processing, the Department of Taxation also processes payments through a “WebFile” which allows taxpayers to make payments over the Internet. An ACH PPD debit file is processed daily with a small number of payments.

The total number of State Income Tax Refund checks issued in fiscal year 2004 was 1.8 million. ACH payments were 750,000.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required in order to obtain full points as specified in **Section V See Appendix B** for reporting format. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP could result in the rejection of the proposal.

SECTION III STATEMENT OF NEEDS

The Contractor shall provide the following services:

A. Banking Services

1. The Contractor shall establish three demand deposit accounts using Zero Balance Account and Controlled Disbursement Account services to clear checks issued for General Warrants, Social Services payments, and State Income Tax Refund disbursements.
 - a. The Contractor shall establish a separate reject account for the Department of Social Services returned ACH items.
2. Full Account Reconciliation Services shall be provided for each account. Provide sample reports. The Contractor shall provide/perform the following to ensure an accurate reconciliation:
 - a. Correct all encoding errors Prior to positive pay.
 - b. Process check issue files on the day they are received via data transmission for each account.
 - c. Maintain outstanding check and stop payment information for 24 months from the date of issue.
3. The Contractor shall provide Positive Pay services with daily notification to specified contacts. The Commonwealth should have the ability to make pay/return decisions on-line for exceptions. The Contractor should also provide Teller Positive Pay services in conjunction with Positive Pay to assist with cashing items by recipients who produce valid identification.

Treasury is interested in Payee Match Positive Pay. Explain your Bank's capabilities regarding the ability to capture the payee name on the check and match it to the data in the issue file.

4. The Contractor shall provide images of all checks and provide index data to locate paid check images. At a minimum, this will include a weekly CD-ROM. The Commonwealth also requests input on a complete image solution for check copies. The solution should have the ability to perform secured storage of and access to check images with the ability to access images over a LAN for Treasury personnel and the Internet for other agencies. A master index of all check images should be provided with the ability to include custom data in the index in order to facilitate dynamic search capability for archived items using the following criteria: check amount, process date, and check number. At a future date we intend to investigate the capability of searching on payee name and/or social security – tax ID number. The system should operate under standard Windows platforms.
 - a. The Contractor shall implement a quality control program internally that ensures the quality and accuracy of the reference information on the check images and index.
 - b. The Contractor shall provide check copies at no charge when the image quality does not satisfy the needs of the Commonwealth, or if an image is missing. This will apply only to specific requested check copies that are generally low in volume.
 - c. Treasury is currently using software provided by Yojna, Inc., a software company in Michigan. The bank that currently holds the disbursement contract has an agreement with Yojna to provide this service to Treasury. The winning proposal does not have to include Yojna as a solution to the image requirement. An alternative can be submitted. If you are interested in knowing more about the Yojna system, you can contact Gary Eaton at Yojna at (248) 489 – 9650 ext. 246.
5. All checks shall be truncated. Explain how long the original checks will be retained prior to destruction.

6. The Bank Reconciliation Department at Treasury currently has on-line access to the Account Reconciliation system of the current vendor using a dedicated line. The purpose of this request is to give Treasury's Bank Reconciliation staff the ability to view the bank's ARP system in order to observe the entire history of an item from the time it has been issued until it has been paid, stopped, or reissued. Access is limited to specific Treasury personnel by account number. Although this is not a requirement of the Request for Proposal, this is Treasury's preferred method of determining the complete status of a check. Explain how you would provide this information.
7. Automated Stop Payment services shall be provided for the General Warrants, Social Services, and State Income Tax Refund accounts. Stop payments shall be active for 24 months.
8. The Contractor shall provide a means to identify and return any and all unauthorized ACH debits to the three accounts. The Commonwealth will give the Contractor information on legitimate ACH debits. All others will be returned to the originator and not post to the Commonwealth's accounts.
9. The Contractor should provide electronic account analysis capabilities utilizing the most current Treasury Management Association (TMA) service codes, transmitting data in the format established by the American National Standards Institute's (ANSI) Accredited Standards Committee (ASC) X12 in Transaction Set 822, the EDI standard for customer account analysis.

B. Financial Electronic Data Interchange (EDI)

1. The Contractor, using the ASC X12 version 3070 for the Department of Social Services and, at a minimum, version 4010 for the Department of Accounts, shall support the transaction sets for EDI listed below.
 - a. 820 - Payment Order/Remittance Advice
 - b. 824 - Application Advice
 - c. 827 - Financial Return Notice
 - d. 829 - Payment Cancellation Request
 - e. 831 - Application Control Totals
 - f. 997 - Functional Acknowledgement
2. The Contractor should support the transaction sets for EDI listed below.
 - a. 835 - Health care claim payment/advice
 - b. 864 - Test Message
 - c. 815 - Cryptographic Service Message
3. The Contractor should support additional EDI transaction sets and standards, as they are identified/developed.
4. The Contractor shall support the following communications requirement:

Sterling Commerce's Connect:Direct. The Department of Accounts (DOA) will transmit EDI files and Check Issue files using Connect:Direct.
5. The Contractor shall accept data transmissions for EDI transactions 24 hours a day, seven days a week.
6. The Contractor shall convert the 820 transaction sets into the appropriate NACHA formatted ACH transactions based on the instructions provided in the payment order.
7. The Contractor shall provide a DDA statement message of "Commonwealth EDI Payment" for the total of EDI payments originated by the Department of Accounts (DOA).

8. The Contractor should be able to provide a control mechanism for DOA generated EDI files to include a maximum dollar amount for the entire file and a maximum dollar amount for individual EDI payments. The purpose of the control is to assure that an EDI item is not miss-keyed resulting in an incorrect amount being originated. If either maximum dollar amount is exceeded, the Contractor shall contact DOA to obtain approval to process the file.
9. The Contractor shall have the capability to hold the EDI files transmitted by the Department of Accounts until at least 3:00 p.m. Eastern time for inclusion in a late afternoon ACH window.

C. Payroll Card

1. The Department of Social Services is interested in providing a payroll card or a variation on the concept of a payroll card to its Clients and Providers. The purpose of this request is to offer an alternative to paper checks for these clients. Provide your Bank's solution that provides cost-savings alternatives to issuing paper checks. The key features should include secure, affordable, and easy-access of funds anywhere, anytime. The Commonwealth of Virginia will not be responsible for over-withdrawals. All risks to the Commonwealth must be clearly outlined in the response. Use of services such as on-line banking, bill paying, automated response unit (ARU), and basic financial education materials and training modules are preferred.

The payroll card is offered as a secondary option in those instances where direct deposit (ACH) is not feasible or possible. The Department of Social Services will look to the Contractor for support in extending the direct deposit program.

2. In **SECTION XI PRICING SCHEDULE**, present your prices for the plan you have presented for the payroll card. Assume that one-third of current checks are converted to a payroll/access card.

SECTION IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response:

- a. Number of Copies. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, and six (6) copies, so marked, of each proposal must be submitted to the Department of the Treasury. Additional copies shall be provided upon request.

2. Proposal Preparation:

- a. Submission of Materials. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the Commonwealth requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Commonwealth may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Small, Women-Owned, and Minority-Owned Business Reports. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses, and minority-owned businesses shall be submitted. If an offeror fails to submit all information requested, the Commonwealth may require prompt submission of missing information after the receipt of the vendor proposals. (See **Appendix B**.)
- c. Clarity of Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Organization of Proposal. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Single Volume. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protection of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret

material submitted shall be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE ITEM PRICES AND/OR TOTAL PROPOSAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to a designated committee of the Commonwealth. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Commonwealth will schedule the time and location of these presentations. Oral presentations are an option of the Commonwealth and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the evaluation panel may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal, as a complete proposal:

TAB 1. The complete RFP (One Copy **in the Original Proposal Only**), the RFP cover sheet and addenda, if any, filled out as required and signed.

TAB 2. General Qualifications:

1. Submit three references including contact name, address, and telephone number. References submitted should be applicable to the specific services requested in this RFP. If you provide this service or a similar service to a state or municipal government, please use that entity(ies) as a reference.
2. Provide an organizational chart.
3. Provide a list of contact personnel including senior level management who will be responsible for the relationship between the contractor and the Commonwealth of Virginia.
4. Provide an escalation hierarchy that identifies the roles, responsibilities, and phone numbers of each contact. Provide separate lists for implementation and the on-going relationship.
5. Provide a branch location listing for your Virginia branches.
6. What is your policy with regards to cashing Treasury of Virginia checks drawn on other banks?
7. What is your policy with regards to cashing Treasury of Virginia checks drawn on your bank? Specifically, do you have a service charge to cash checks for non-bank customers?

NOTE: All responses to the questions in this request for proposals (RFP) will become an integral part of the contract that is entered into between Treasury and the winning bidder. All responses are binding for the initial period of the contract, and no other document(s) will supercede the responses made in response to this RFP.

8. Provide information on the extent of your commitment to EDI services. Describe the operating environment and interaction with the ACH network including:

- a. Location of EDI processing site(s).
 - b. Years of EDI experience.
 - c. Number of EDI employees by department/division (e.g., systems & programming, customer service, EDI division).
 - d. Length of time using Connect:Direct (Sterling Commerce).
9. Provide information on EDI volumes including:
- a. Number of customers originating 820 payments.
 - b. Monthly and annual EDI volumes by transaction type.
 - c. File size and processing frequency of your three largest EDI customers.
 - d. Number of files processed monthly and annually.
 - e. Number of customers transmitting files using Connect:Direct.
 - f. Number of 820 files received monthly using Connect:Direct.
10. Discuss your commitment to quality. Include quality controls and measures used to evaluate ACH services and data communications. Discuss any unique approaches.
11. Provide information on any planned changes or upgrades to your EDI operating environment.
12. Discuss your approach to transition at the end of a Contract. Are you willing to support the Commonwealth during a transition period at the end of a Contract if necessary? State how you have historically handled Contract extensions to facilitate transitions at the end of a Contract.
13. Detail specific issues that may impact transitions.

TAB 3. Specific plans for providing the proposed goods/services including:

1. Address your financial institution's ability to provide the services noted in **SECTION III STATEMENT OF NEEDS**. Please restate each requirement and discuss whether or not you can provide the service, how you will provide the service or the extent to which you can provide the service, any alternatives you would recommend in addition to or in lieu of the stated objective, and reference any reports provided by your system.
2. The Contractor shall meet the **REPORTING AND DELIVERY REQUIREMENTS** as outlined in **SECTION VI**. Please restate each requirement and discuss whether or not you can provide the service; how you will provide the service or the extent to which you can provide the service; and any alternatives you recommend in addition to or in lieu of the stated objective.
3. Briefly describe your organization's current EDI operating environment including:
 - a. EDI/ACH hardware and software (type, version).
 - b. Level of support afforded the hardware and software.
 - c. Monitoring processes used to identify: duplicate files, timely receipt of files, and timely release of files.
 - d. Processing schedule with Federal Reserve Bank, file release schedule.
 - e. Warehousing capabilities.
4. Detail the provisions that will be made for customer service. Include appropriate contacts for inquiry resolution particularly in the areas of EDI processing, data transmission, account reconciliation, and product inquiries.

5. Provide a detailed implementation schedule for implementation indicating tasks and dates for completion of each. Assume a contract starting date of July 1, 2005.
6. Provide a well-defined systems backup plan for all services. Include your provisions for hardware, software and communications backup. Also, indicate if you have a disaster recovery plan. Identify your "hot site(s)" for emergency processing.
7. Include copies of any agreements that the Commonwealth would be expected to sign if your institution is awarded this contract.

TAB 4. Proposed Price:

1. Complete the price schedules in **SECTION XI PRICING SCHEDULE**, showing the cost for each service listed as well as the cost for any service not listed, but your institution expects will be utilized and billed for in the performance of this Contract.
2. Discuss any transition costs related to establishing the services requested.
3. Discuss transition costs that would be assessed at the end of the Contract.
4. Discuss any creative pricing or payment options that you can provide.

TAB 5. Creative solutions and alternative suggestions:

All Offerors are encouraged to be as creative as possible in responding to this RFP. Based on your review of the background information, specific needs and requirements, and pertinent Sections of the Code of Virginia discuss any creative approaches to this service which have not been specifically requested or which would enhance efficiency and/or reduce costs.

TAB 6. Small, Women-Owned, and Minority-Owned Business Participation:

The Offeror should submit three sets of data for small business, women-owned business minority-owned business: 1) ownership, 2) utilization of small, women-owned and minority-owned businesses for the most recent 12 months, and 3) planned involvement of small businesses, women-owned businesses and minority owned businesses on the current procurement. **Appendix B** contains the format for providing this information.

SECTION V EVALUATION AND AWARD CRITERIA

- A. All proposals received will be reviewed and evaluated by a Selection Committee. The Committee will recommend proposals, which most closely meet the requirements of the RFP. The following will be used in making the selection:
1. Offeror's Qualifications -- This criterion includes the ability of the Offeror to meet the terms of the RFP, the quality controls in place to ensure a high-quality service, and any special processes that increase the Offeror's ability to perform the contract. (Weighted at 20%)
 2. Soundness of Approach -- Emphasis here is on the techniques for providing the services requested, and on the Offeror's capability to deliver the desired services on schedule. (Weighted at 35%)
 3. Pricing -- Charges should be broken down as outlined in Section X, PRICING SCHEDULE. While this area will be weighted heavily, it will not be the primary deciding factor in the selection process. (Weighted at 30%)
 4. Creativity -- The Commonwealth is interested in creative and innovative responses to this RFP. Consideration will be given to suggested alternatives or additional services offered which may not be specifically requested. (Weighted at 10%)
 5. Participation of Small, Women-Owned, and Minority-Owned Businesses -- Emphasis is on the past, current, and planned utilization of businesses in the three classes identified. (Weighted at 5%)
- B. Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request For Proposals, including price, if so stated in the Request For Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the issuing agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the Contract to that Offeror. The Commonwealth may cancel this Request For Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See **Appendix A**.

SECTION VI REPORTING AND DELIVERY REQUIREMENTS

The Contractor shall meet the following reporting and delivery requirements.

- A. Provide monthly DDA statements. Statements should include all necessary supporting documentation including debit/credit memoranda and wire advices. Treasury shall receive statements no later than five days after the end of the month.
- B. Provide a daily transmission of account transactions in the BAI format to Treasury's Bank Reconciliation System.

Transmissions are to be received by Treasury no later than 8:00a.m. (Treasury does not import individual check data. A total of all checks paid for the day should be included along with all other transactions for the day.) File should be available using VPN or FTP technology.

- C. The Contractor shall provide on-line images of paid checks until the reconciliation period has ended, for the following accounts: (Please refer to **Section III STATEMENT OF NEEDS**, Item A.4 regarding your ability to provide a complete image solution. If you have a complete image solution, please explain.)

- 1. General Warrants Account
- 2. Social Services Account
- 3. Tax Refund Account

- D. Treasury shall receive the monthly full reconciliation reports by the tenth business day of the following month.

- 1. Reports

- a. Settlement/Balance Sheet.
 - b. Paid, No Issue Report.
 - c. Diagnostic Summary Report of all stop payments processed.
 - d. Miscellaneous Debits/Credits Reports.
 - e. Consolidated Report.
 - f. Outstanding Settlement Report.
 - g. Recap of Posted Items for Paid Checks, Issues, Stops, Stops Removed, and Cancels with a total for each category by day.
 - h. DDA Statement.
- 2. It is Treasury's preference that the reports listed in D.1. be provided in an image format. Explain your Bank's capability of delivering reports via image.
 - 3. Lists of miscellaneous adjustments of items not repaired for encoding errors prior to issuing reconciliation.
 - 4. Before the final ARP Reconciliation is done, a settlement sheet will be faxed to Treasury. The recon will not be finalized until email approval is received from Treasury. The fax should be received within five to seven business days after the end of the month and the final should be sent by overnight mail by the tenth business day following the last business day of the previous month.
 - 5. Provide an outstanding check file via data transmission on a monthly basis to the Department of Social Services and annually to Treasury in January. See **Appendix D** for the file layout.

6. Provide a file of purged checks via FTP/VPN and three hard copy printouts at fiscal year end according to the following schedule.

Date of Data Transmission	Check Dates (Outstanding as of 6/30)
07/15/05	07/01/03 - 06/30/04
07/15/06	07/01/04 - 06/30/05
07/15/07	07/01/05 - 06/30/06

- E. Provide a float disbursement report monthly by the tenth business day of the following month.
- F. Claims for checks presented and paid under fraudulent endorsement, or that have been altered in a fraudulent manner should be settled no later than 60 days after notification of the claim by Treasury by issuing one of the following:
 1. An email will be sent advising of the credit or denial of the claim. The email should include the account number, name of the payee, check number, amount, date, and the bank's tracking claim number. A mailed copy of the letter is not needed.
 2. Provide a credit advice or debit advice that includes the forgery claim date, check number, and payee name.
- G. The Contractor shall provide the 824-Payment Order/Remittance Advice and the 997-Functional Acknowledgement within two hours of receipt of an EDI file.
- H. Report summary balances and transaction totals for the General Warrants, Social Services, and Tax Refund accounts as directed by Treasury. As zero balance accounts, the applicable fields required are total debits and total credits fields. The information should be reported with sufficient time to ensure balances are available for access by 7:30 a.m. each business day.
- I. A separate monthly account analysis should be mailed to Treasury by the tenth of the following month for each account and, where appropriate, the accounts shall be included in the Commonwealth's consolidated account analysis.
 1. Each analysis should be prepared using the most current version of standard analysis codes established by the Treasury Management Association.
 2. The analysis should be submitted to Treasury electronically as well as a printed form.
 3. Mailing address: Manager, Cash and Banking
Department of the Treasury
Commonwealth of Virginia
P.O. Box 1879
Richmond, VA 23215-1879
- J. If the Contractor identifies a problem with an EDI file, a call will be made to the designated staff member(s) at the Department of Accounts or the Department of Social Services depending on which agency originated the file.
- K. EDI and ACH-related Notifications of Change and ACH Return information shall be provided to the Departments of Accounts, Social Services and Taxation daily if there is data to relay.

SECTION VII: OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 10:00 a.m. on Friday, February 11, 2005 at the Virginia Department of the Treasury, 101 North 14th Street, Monroe Building, third floor conference room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

SECTION VIII GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. Venue shall be in state or federal court located in Richmond, Virginia.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia* § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value,

present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- H. MANDATORY USE OF STATE FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the general terms and conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such

cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A Contractor awarded a Contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
- (2) To notify the Issuing Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to

award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. The Issuing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Issuing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Issuing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Issuing Agency with all vouchers and records of expenses incurred and savings realized. The Issuing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Issuing Agency within thirty (30) days from the date of receipt of the written order from the Issuing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Issuing Agency or with the performance of the Contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise tax and transportation taxes. The Commonwealth's excise tax exemption registration numbers is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Omitted.
- S. **TRANSPORTATION AND PACKAGING:** Omitted.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia is to be named as an additional named insured with respect to the services being procured. These coverages are to include Products and Completed Operations Coverage.
 4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the Issuing Agency will publicly post such notice on the 3rd floor receptionist area, Department of the Treasury, 101 N. 14th Street, Richmond, Virginia, the DGS/DPS eVA website www.eva.state.va.us and on the Treasury website at www.trs.virginia.gov for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the

Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.
- X. **EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The awarded Contractor will be expected to register with the eVA and the Ariba Commerce Services Network Vendor Registration Systems at the following website: www.eva.state.va.us or by calling the eVA Supplier Help Line at 1-866-289-7367. All Contractors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service (\$25.00) or eVA Premium Vendor Registration Service (\$200.00), and complete the Ariba Commerce Services Network Registration. Treasury will issue a blanket purchase order to the Contractor annually. The Contractor will reference the purchase order number on each invoice submitted to Treasury. The eVA transaction fee will be billed to the Contractor at the point the blanket purchase order is issued. The maximum eVA transaction fee is 1% of each transaction or a maximum of \$500.00 for each transaction, whichever is less. The annual blanket purchase order is considered one transaction; therefore, the maximum eVA transaction fee that will be charged to the Contractor will be \$500.00 annually, for the term of the Contract.

SECTION IX SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a Contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of the Treasury will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AUTHORIZED USERS:** The Department of the Treasury (Treasury) is issuing this solicitation in cooperation with the Departments of Accounts, Social Services, and Taxation. Requirements of these agencies have been incorporated within this solicitation. Treasury is responsible for administering the program; therefore, correspondence should be directed to the issuing Agency.
- D. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. **AWARD OF CONTRACT:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the Contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, *Code of Virginia*.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- F. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposal(s) will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- G. **CANCELLATION OF CONTRACT:** The Issuing Agency reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- H. **EXTRA CHARGES NOT ALLOWED:** No additional charges will be allowed under the Contract. Any changes to the scope of services that impact prices must be approved in advance by the Manager of Cash and Banking at the Department of the Treasury.
- I. **INSURANCE, MONEY AND SECURITIES:** Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the Contractor by the Commonwealth of Virginia for Loss Inside the Premises Coverage and for Loss Outside the Premises Coverage, with limits of coverage to be determined by the Contractor and Department of the Treasury. Certificate of such protection must be presented to the Issuing Agency prior to the start of the service showing name of insurance company, limits and types of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The Contractor agrees to maintain such policy until the completion of the Contract and all money and property of the Commonwealth is remitted to the Commonwealth.
- J. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the Issuing Agency and/or from the Commonwealth's Department of General Services, Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the Contract, the Contractor agrees to furnish the issuing Agency the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- K. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at 10:00 a.m. Friday, February 11, 2005 at the Department of the Treasury, 101 N. 14th Street, 3rd Floor, Treasury Board Room, Richmond, VA 23219. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum.
- L. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- M. **RENEWAL OF CONTRACT:** At a reasonable time (approximately 60 days prior to the Contract expiration date) and upon written agreement of both parties, this Contract may be extended beyond the initial three-year Contract period by the Commonwealth for a period of two successive one (1) year periods only under the terms and conditions of the original Contract, except as stated in (1) and (2) below.
- (1) If the Commonwealth elects to exercise the option to extend the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract prices of the original Contract, or the Contract prices of the original Contract increased/decreased by the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.
 - (2) If during any subsequent renewal periods, the Commonwealth elects to exercise the option to extend the Contract for the second Additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the Contract price(s) of the first one-year extension period, or the Contract price(s) of the first one-year extension period increased/decreased by the percentage increase/decrease of the "Other

Services" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.

At a reasonable time (approximately 60 days prior to the Contract expiration date) the Commonwealth, may, at its sole option, give written notice to extend the terms of this Contract on a month-to-month basis for a period not to exceed six (6) months after the expiration of the original Contract or any renewal period. If necessary, such an extension will serve as a transition period to implement the service with a different service provider. The Contractor will cooperate in any such transition. During such extension all services provided by the Contractor pursuant to the Contract shall continue to be performed in accordance with all applicable federal, State or local laws, ordinances, rules or regulations at the prices last agreed upon.

- N. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Issuing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Issuing Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

SECTION X METHOD OF PAYMENT

Service charges are to be included in the Contractor's monthly account analysis. The fees shall be paid through one of the following methods at the Commonwealth's option: compensating balances; a combination of compensating balances and direct fees; or an alternative method as specified in the Contractor's Proposal.

SECTION XI PRICING SCHEDULE

GENERAL WARRANT DISBURSEMENT/EDI SERVICES

<u>SERVICE</u>	<u>ANNUAL VOLUME</u>	<u>RATE</u>	<u>EXTENSION</u>
Account Maintenance	12		
Account Analysis Statement	12		
Deposits	250		
Check Cashing Fee (4)	27,600		
Subaccount Maintenance	12		
Checks Paid-CDA	1,230,000		
Controlled Disbursing Acct Maintenance	12		
Paid Check Image Maintenance	12		
Paid Check Image: CD ROM Per Item	1,230,000		
Paid Check Image: CD ROM Per CD	52		
CDA Teller Cashed Float			
Image Retrieval Program	1,230,000		
Images Viewed on Balance Reporting	1,200		
BAI Transmission (Items Imported) VPN/FTP	2,500		
EDI Monthly Maintenance	12		
EDI Payments - Per Item	170,802		
EDI Prenotifications	11,000		
EDI Payments - Per Addenda	705,084		
EDI File Processing	1,176		
ACH Returns/NOC: Reporting Charge	2,500		
EDI/ACH Returned Items	500		
Notifications of Change (NOC)	2,000		
FULL ARP Outstanding Issue Items on File	288,000		
FULL ARP Per Item	1,230,000		
FULL ARP Monthly Maintenance (5)	12		
Microfiche Report-Per Recon	12		
Positive Pay Monthly Maintenance	12		
Positive Pay Exception Item Image	500		
Information Reporting Maintenance	12		
Information Reporting Previous Day Report	12		
Information Reporting Current Day Report	12		
Information Reporting Check Status/Inquiry	5,160		
Information Reporting Check Copy - Maint.	12		
Information Reporting Check Copy Per Copy	5,000		
Online Stop Payments	3,000		
Other			
Other			
Implementation/One-Time Setup Charge		\$	
Contract Total		\$	

NOTES:

1. ANNUAL VOLUME STATISTICS: Please note that volume statistics outlined above are estimated annual volumes and may not correspond to the way you charge for a particular service. If a particular charge is on another basis than noted, make appropriate changes in the "Volume" column. Proposals must estimate volumes for any line items where volume figures are left blank.
2. OTHER CHARGES: If there are other charges, they must be noted in "Other" spaces, clearly defined, and extended based on estimated volume. **THIS IS A REQUIREMENT. ANY CHARGE FOR SERVICES NOT ADDRESSED IN THE "STATEMENT OF CHARGES" IN YOUR PROPOSAL WILL NOT BE ALLOWED DURING THE COURSE OF THE CONTRACT.**
3. NC: If there is no charge for any of the services listed, notate with a "N/C" in the "Extension" column.
4. Approximate number of checks cashed at the teller window per year.
5. The reconciliation will be settled monthly with image CD's, provided weekly.

DEPARTMENT OF SOCIAL SERVICES DISBURSEMENTS

<u>SERVICE</u>	<u>VOLUME</u>	<u>RATE</u>	<u>EXTENSION</u>
Account Maintenance	12		
Account Analysis Statement	12		
Deposits	250		
Check Cashing Fee (4)	125,000		
Subaccount Maintenance	12		
Checks Paid-CDA	2,600,000		
Controlled Disbursing Acct Maintenance	12		
Paid Check Image Maintenance	12		
Paid Check Image: CD ROM Per Item	2,600,000		
Paid Check Image: CD ROM Per CD	52		
CDA Teller Cashed Float			
Image Retrieval Program	2,600,000		
Images Viewed on Balance Reporting	1,200		
BAI Transmission (Items Imported) VPN/FTP	2,500		
ACH Files Processed	252		
Addenda Originated-CCD/CTX	308,268		
ACH Maintenance	12		
ACH Return Unauthorized Item	12		
ACH Originated Items-PPD Credits	1,495,740		
ACH Originated Items-CCD Credits	300,630		
ACH Originated Items-CTX Credits	504		
ACH Prenotifications	10,000		
ACH Returned Items	2,058		
Notifications of Change (NOC)	3,500		
ACH Returns/NOC: Reporting Charge	5,558		
FULL ARP Outstanding Issue Items on File	90,000		
Transmission of Outstanding Items/Month	90,000		
FULL ARP Per Item	2,600,000		
FULL ARP Monthly Maintenance (5)	12		
Microfiche Report-Per Recon	12		
Positive Pay Monthly Maintenance	12		
Positive Pay Exception Item Image	500		
Information Reporting Maintenance	12		
Information Reporting Previous Day Report	12		
Information Reporting Current Day Report	12		
Information Reporting Check Status/Inquiry	5,160		
Information Reporting Check Copy - Maint.	12		
Information Reporting Check Copy Per Copy	5,000		
Online Stop Payments	6,732		
Payroll/Access Card			
Other			

IMPLEMENTATION/ONE-TIME SETUP CHARGE \$ _____

CONTRACT TOTAL \$ _____

- 1. ANNUAL VOLUME STATISTICS: Please note that volume statistics outlined above are estimated annual volumes and may not correspond to the way you charge for a particular service. If a particular charge is on another basis than noted, make appropriate changes in the "Volume" column. Proposals must estimate volumes for any line items where volume figures are left blank.

- 3. OTHER CHARGES: If there are other charges, they must be noted in "Other" spaces, clearly defined, and extended based on estimated volume. **THIS IS A REQUIREMENT. ANY CHARGE FOR SERVICES NOT ADDRESSED IN THE "STATEMENT OF CHARGES" IN YOUR PROPOSAL WILL NOT BE ALLOWED DURING THE COURSE OF THE CONTRACT.**

- 3. NC: If there is no charge for any of the services listed, notate with a "N/C" in the "Extension" column.

- 4. Estimated number of checks cashed at teller window per year.

- 5. The reconciliation will be settled monthly with image CD's provided weekly.

STATE INCOME TAX REFUND PAYMENTS

<u>SERVICE</u>	<u>ANNUAL VOLUME</u>	<u>RATE</u>	<u>EXTENSION</u>
Account Maintenance	12		
Account Analysis Statement	12		
Deposits	250		
Check Cashing Fee (4)	25,000		
Subaccount Maintenance	12		
Checks Paid-CDA	1,830,000		
Controlled Disbursing Acct Maintenance	12		
Paid Check Image Maintenance	12		
Paid Check Image: CD ROM Per Item	1,830,000		
Paid Check Image: CD ROM Per CD	52		
CDA Teller Cashed Float			
Image Retrieval Program	1,830,000		
Images Viewed on Balance Reporting	1,200		
BAI Transmission (Items Imported) VPN/FTP	2,500		
ACH Files Processed PPD Credits	200		
ACH Files Processed PPD Debits	200		
ACH Maintenance	12		
ACH Originated Items-PPD Credits	750,000		
ACH Originated Items-PPD Debits	20,000		
Returns Reporting - PC/FAX/Paper	246		
ACH Returned Items	3,500		
Notifications of Change (NOC)	60,000		
ACH Returns/NOC: Reporting Charge	63,500		
FULL ARP Outstanding Issue Items on File	410,000		
FULL ARP Per Item	1,830,000		
FULL ARP Monthly Maintenance (5)	12		
Microfiche Report-Per Recon	12		
Positive Pay Monthly Maintenance	12		
Positive Pay Exception Item Image	500		
Information Reporting Maintenance	12		
Information Reporting Previous Day Report	12		
Information Reporting Current Day Report	12		
Information Reporting Check Status/Inquiry	5,000		
Information Reporting Check Copy - Maint.	12		
Information Reporting Check Copy Per Copy	5,000		
Online Stop Payments	9,000		
Other			
Other			

Implementation/One-Time Set Up Charges	\$ _____
Contract Total	\$ _____

NOTES:

1. ANNUAL VOLUME STATISTICS: Please note that volume statistics outlined above are estimated annual volumes and may not correspond to the way you charge for a particular service. If a particular charge is on another basis than noted, make appropriate changes in the "Volume" column. Proposals must estimate volumes for any line items where volume figures are left blank.
2. OTHER CHARGES: If there are other charges, they must be noted in "Other" spaces, clearly defined, and extended based on estimated volume. **THIS IS A REQUIREMENT. ANY CHARGE FOR SERVICES NOT ADDRESSED IN THE "STATEMENT OF CHARGES" IN YOUR PROPOSAL WILL NOT BE ALLOWED DURING THE COURSE OF THE CONTRACT.**
3. NC: If there is no charge for any of the services listed, notate with a "N/C" in the "Extension" column.
4. Estimated number of checks cashed at teller window per year.
5. The reconciliation will be settled monthly with image CD's provided weekly.

SECTION XII APPENDICES AND DEFINITIONS

APPENDIX A
FORM OF COMMONWEALTH OF VIRGINIA CONTRACT

Appendix A represents the proposed Contract, which the Commonwealth of Virginia would expect the Contractor to sign. Please note any suggestions or additions you would like considered.

COMMONWEALTH OF VIRGINIA
Department of the Treasury
GENERAL WARRANT, SOCIAL SERVICES, TAX REFUND DISBURSEMENTS
Contract Number CMI 05 - 004

This Contract is entered into this ___ day of ____, 2005 by _____, hereinafter called the "Contractor", and the Commonwealth of Virginia Department of the Treasury, hereinafter called the "Issuing Agency".

WITNESSETH that the Contractor and the Issuing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Commonwealth as set forth in the Contract Documents.

PERIOD OF CONTRACT: From July 1, 2005 to June 30, 2008, **with two (2) successive one-year options to renew the Contract in accordance with the terms and conditions noted in the Contract.**

COMPENSATION AND METHOD OF PAYMENT: The service charges are to be included in the bank's monthly account analysis.

CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- (1) This signed Contract;
- (2) The following portions of the Request For Proposals dated February 1, 2005:
 - (a) The Statement of Needs
 - (b) The General Terms and Conditions
 - (c) The Special Terms and Conditions, together with any negotiated modifications of those Special Conditions
- (3) The Contractor's proposal dated _____, 2005 and all written modifications to the Proposal, **including all written vendor responses**, all of which documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 7.15 of the Commonwealth of Virginia's *Vendor's Manual*.

IN WITNESS WHEREOF the parties have caused this Contract to be duly executed intending to be bound thereby, and certify they are authorized to sign this Contract for the Contractor or the Commonwealth.

CONTRACTOR

COMMONWEALTH OF VIRGINIA
Department of the Treasury

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Commonwealth of Virginia Department of the Treasury
RFP# CMI 05-004 – General Warrant, Social Services, Tax Refund Disbursements
Due: Friday, February 25, 2005 @ 3:00 p.m.

APPENDIX B
OFFEROR'S REPORT OF SMALL, WOMEN-OWNED, AND
MINORITY-OWNED BUSINESSES

**PARTICIPATION OF SMALL, WOMEN OWNED,
AND MINORITY OWNED BUSINESSES**

1. Participation by Small Businesses:

- a. Offeror certifies that it () is, () is not, a small business concern (including its affiliates) which is independently owned and operated. For the purpose of this procurement, a small business is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- b. List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

<u>PERIOD:</u>	From: _____	To: _____			
FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	%TOTAL CO. EXPENDITURES FOR GOODS & SERVICES ***	

***** WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

- c. Describe Offeror's plans to involve small businesses in the performance of this Contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

<u>PERIOD:</u>	From: _____	To: _____			
FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT***	

***** WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

2. Participation by Businesses Owned by Women:

- a. Offeror certifies that it () is, () is not, a women's business enterprise or women owned business. For the purpose of this procurement, a woman owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

- b. List businesses owned by women with whom the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	%TOTAL CO. EXPENDITURES FOR GOODS/SERVICES WOMEN-OWNED BUS.***

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURE FOR ALL THREE CATEGORIES (SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

- c. Describe Offeror's plans to involve businesses owned by women in the performance of this Contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT WOMEN-OWNED BUS.***

*****THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO WOMEN-OWNED BUSINESSES*****

3. Participation by Businesses Owned by Minorities:

- a. Offeror certifies that it () is, () is not, a minority business enterprise or minority owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- b. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% TOTAL CO. EXPENDITURES FOR GOODS/SERVICES FROM MINORITY-OWNED BUS.***

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURE FOR ALL THREE CATEGORIES (SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.**

- c. Describe Offeror's plans to involve minority businesses in the performance of this Contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT MINORITY-OWNED BUS.***

*****THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO MINORITY-OWNED BUSINESSES.*****

DEFINITIONS

For the purpose of this RFP, the following shall serve as definitions:

PERIOD is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

FIRM NAME, ADDRESS AND PHONE NUMBER is the name address and business phone number of the small business, women owned business or minority owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this Contract, as applicable.

CONTACT PERSON is the name of the individual in the specified small business, women owned business or minority owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

TYPE GOODS OR SERVICES is the specific goods or services the Offeror has contracted for from the specified small, women owned or minority owned business over the specified period of time or plans to use in the performance of this Contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

DOLLAR AMOUNT is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this Contract, as applicable.

% TOTAL COMPANY EXPENDITURES FOR GOODS AND SERVICES is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

% OF TOTAL CONTRACT is calculated by dividing the estimated dollars planned for the indicated firm on this Contract by the total Offeror estimated price of this Contract.

SMALL BUSINESS is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

WOMAN-OWNED BUSINESS is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

MINORITY-OWNED BUSINESS is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.

APPENDIX C

RECORD LAYOUT ISSUED CHECKS (RECON)

1. Header Record

Field	Length	Position	Format	Comments
Header Record Identifier	1	1	X	Constant "H"
Bank Number	4	2 – 5	X	Treasury Assigned
Agency Identifier	3	6 – 8	X	Treasury Assigned
Agency Contact Name	24	9 – 32	X	
Agency Contact Phone	10	33 – 42	X	
Transmission Date	8	43 – 50	X	MMDDYYYY
Filler	40	51 – 90	X	

2. Detail Record

Field	Length	Position	Format	Comments
Bank Number	4	1 – 4	X	Treasury Assigned
Check Number	8	5 – 12	X	Leading Zeros
Void Indicator ¹	1	13	X	Treasury Assigned
Check Amount	10	14 – 23	9	Leading Zeros
Transaction Code ²	2	24 – 25	X	
Issue Date	8	26 – 33	X	MMDDYYYY
Agency Code	3	34 – 36	X	
Social Security Number	9	37 – 45	X	
Payee Name	45	46 – 90	X	

3. Trailer Record

Field	Length	Position	Format	Comments
Trailer Record Identifier	1	1	X	Constant "T"
Bank Number	4	2 – 5	X	Treasury Assigned
Transmission Record Count	6	6 – 11	X	
Transmission Amount	14	12 – 25	9	Leading Zeros
Filler	65	26 – 90	X	

(1) Valid Void Indicators: 0 (zero) = Issued Checks
V = Voided Checks

(2) Valid Transaction Codes: 01 (zero and one) = Issued Checks
26 = Voided Checks

APPENDIX D

Outstanding Checks Record Layout (Produced Annually)

1. Header Record

<u>Field</u>	<u>Length</u>	<u>Position</u>	<u>Format</u>	<u>Comments</u>
Header Record Identifier	1	1	X	Constant "H"
Bank Account Number	16	2-17	X	Right Justified
Zero Filled				
Bank Name	30	18-47	X	
Month End or Quarter End Date	8	48-55	X	YYYYMMDD
Filler	29	56-84	X	

2. Detail Outstanding Record

<u>Field</u>	<u>Length</u>	<u>Position</u>	<u>Format</u>	<u>Comments</u>
Check Number	8	1-8	X	Leading Zeros
Check Amount	10	9-18	9	Leading zeros
Issue Date	8	19-26	X	YYYYMMDD
Agency Code	3	27-29	X	
Social Security Number	9	30-38	X	
Payee Name	46	39-84	X	
